

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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POWERS PRINTING CO., INC.,

Plaintiff

Defendant-in-Counterclaim

v.

AGFA CORPORATION and XPEDX,

Defendants

Plaintiffs-in-Counterclaim

U.S. DISTRICT COURT  
DISTRICT OF MASS.

CIVIL ACTION  
NO. 04-CV-12041-REK

**AFFIDAVIT OF ERIC B. HERMANSON  
IN SUPPORT OF AGFA'S MOTION FOR  
JUDGMENT ON DEFAULT**

1. I am a partner at Choate, Hall & Stewart LLP, Two International Place, Boston. I represent the defendant/plaintiff-in-counterclaim, Agfa Corporation in the above captioned matter.

2. I submit this affidavit in support of Agfa's Motion for Default Judgment in these proceedings. Agfa also relies on, and incorporates by reference, the affidavit previously submitted by Brandon Bigelow, Esq., of Bingham McCutchen LLP, who represents XPEDX in this action.

3. Powers Printing ("Powers"), the plaintiff and counterclaim defendant in this action, has been duly informed of this proceeding, but has failed to appear or to defend. See Affidavit of Brandon L. Bigelow, October 17, 2004, ("Bigelow Affidavit"), ¶¶ 2-5 and exhibits thereto. Nor has Powers made any response to a Motion to Compel Plaintiff to Appear, which Mr. Bigelow served on Powers by fax and first class mail. Id.

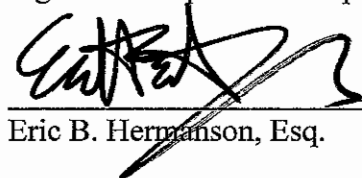
¶ 4. As a result, this Court has entered a default judgment against Powers, and has invited Defendants Agfa and XPEDX to submit appropriate documentation of damages on their counterclaim.

4. Powers is a corporate entity, subject to entry of default judgment. It is not an infant or incompetent person, and it is not a person in military service of the United States or its Allies as defined in Article I of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

5. At counsel's request, personnel at Agfa have verified the outstanding balance due from Powers its service contract with Agfa (the terms of which are attached as Exhibit A to this Affidavit). An account statement reflecting Powers' outstanding balance of \$11,080.65, not including interest, is attached to this Affidavit as Exhibit B. The total amount of damages recoverable by Agfa, as a consequence of Powers' default, is \$13,672.73, based on the unpaid balance of \$11,080.65, plus interest of \$2,592.08, calculated at the statutory rate of 12% to the date of this submission, as follows:

<u>TOTAL INVOICE</u>	<u>DATE DUE</u>	<u># OF DAYS</u>	<u>INTEREST (DAY)</u>	<u>TOTAL DUE</u>
\$ 1932.00	11-19-03	747	\$ 0.635178	\$ 474.48
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\$ 1932.00	11-19-03	747	\$ 0.635178	\$ 474.48
\$ 1932.00	12-16-03	700	\$ 0.635178	\$ 444.62
\$ 1932.00	1-15-04	670	\$ 0.635178	\$ 425.57
\$ 1420.65	2-15-04	639	\$ 0.467063	<u>\$ 298.45</u>
TOTAL				<u>\$ 2592.08</u>

Signed under penalties of perjury this 15<sup>th</sup> day of November, 2005

  
Eric B. Hermanson, Esq.